

Exhibit 2

- 2.01 Ciltrand hereby grants to ITT the exclusive right in the United States to use the Licensed Trademark in conjunction with the sale of cigarettes pursuant to the Distribution Agreement hereto as long as the Distribution Agreement remains in full force and effect for as long as the Exclusive License shall remain in full force and effect Exhibit 1. This exclusive Distribution Agreement shall remain in full force and effect as long as the Distribution Agreement remains in full force and effect.
- 2.01 Ciltrand hereby grants to ITT the exclusive right in the United States to use the Licensed Trademark in conjunction with the sale of cigarettes pursuant to the Distribution Agreement hereto as long as the Distribution Agreement remains in full force and effect.
- 1.01 The recitals set forth above are incorporated in their entirety into this Agreement.
2. License of Right to Use Licensed Trademark

AGREEMENT

NOW, THEREFORE, any consideration of the mutual promises and covenants as hereinabove set forth and intending to be legally bound, Ciltrand and ITT hereby agree as follows:

WHEREAS, as part of the Distribution Agreement, it is the desire of Ciltrand and ITT to include the Licensed Trademark as referenced above for the same term as the Distribution Agreement shall remain in force and effect;

WHEREAS, Ciltrand has applied to register one specific trademark in the United States Patent and Trademark Office for the sale of cigarettes, the trademark being "BOSTON" (hereafter "Licensed Trademark"), and

Agreement for distribution of Boston cigarettes, a trademark owned outside of the United States by Ciltrand, a complete copy of which Distribution Agreement is attached hereto as an Exhibit 1 and incorporated herein by reference, and

This "LICENSE AGREEMENT TO USE TRADEMARKS IN CONJUNCTION WITH DISTRIBUTION OF BOSTON CIGARETTES" is made and entered into on effective November 1, 2000 by and between Ciltrand, Ltd., a corporation of England, whose principal address is Park House, 15/19 Greenhill Crescent, Watford Herts, WD18PH, England (hereafter "Ciltrand") and International Tobacco Partners Ltd., a New Jersey Limited Liability Company whose principal business address is 1080 Lousons Road, Union, New Jersey 07083 (hereafter "ITT").

RECITALS

LICENSE AGREEMENT TO USE TRADEMARKS
IN CONJUNCTION WITH DISTRIBUTION OF BOSTON CIGARETTES

[Handwritten signatures of Derek Banks, Citibank, and International Tobacco Partners, LLC]

International Tobacco Partners, LLC
Derek Banks, President
Citibank, Ltd.
"ITP"
Merrill Lynch Member
New York U.S. Member

Dated: 22nd July 2000

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the dates set forth adjacent to their respective signatures.

4.01 All other terms and conditions of the Distribution Agreement are incorporated by reference into this License Agreement and made a part hereof.

Licensee shall not sublicense or assign any of the rights granted hereunder without the prior written consent of Licensee.

3.01 It is hereby agreed that ITP shall provide to Citiland at least one specimen product (which includes all packaging, advertising, etc.) for each specific product that ITP is selling under the Licensed Trademark once every six months during the term of this License Agreement and the quality of the Trademark as they are used in communication with the products being sold.